

**AGREEMENT
BETWEEN**

**THE CLIFTON BOARD
OF
EDUCATION**

AND

**THE CLIFTON
SUPERVISORS'
ASSOCIATION**

**1995-1998
SCHOOL YEARS**

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CLIFTON BOARD OF EDUCATION AND
THE CLIFTON SUPERVISORS' ASSOCIATION
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ARTICLE I: RECOGNITION

A. UNIT

The Board hereby recognizes the Clifton Supervisors Association as the sole and exclusive representative for collective negotiations concerning the terms, grievances and conditions of employment for all supervisors on the Elementary and Secondary School levels, until the Public Employment Relations Commission shall certify otherwise.

B. DEFINITION OF EMPLOYEE

Unless otherwise indicated, the term "Supervisor" shall refer to all employees represented by the Association with duties as outlined by the Clifton Board of Education.

ARTICLE II: TERM

This agreement shall commence on July 1, 1995, and terminate on June 30, 1998.

ARTICLE III: SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with the applicable laws of the State of New Jersey in a good faith effort to reach agreement on all matters concerning the terms and conditions of the supervisor's employment. Such negotiation shall begin after June 30 but not later than November 15th of the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all groups recognized under this agreement, be reduced to writing, ratified and signed by the Association and the Board.
- B. Meetings between the parties shall take place at a time and place as shall be mutually agreed upon. However, meetings may be deferred upon notice for appropriate cause.
- C. During the negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals. The Board will make available to the Association for inspection all pertinent records under the realm of public information.
- D. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with the power and authority to make proposals and counter proposals.

ARTICLE IV: GRIEVANCE PROCEDURE

A grievance is a claim by an employee, a group of employees, or by the Association, that a harm or injury has occurred by an interpretation, application or violation of this Agreement or policies of the Board or by its administrative decisions which affect terms and conditions of employment. Any and all grievances must be filed at the proper initiating level within fifteen (15) days of the incident occurrence, or happening of the event or circumstance(s) giving rise to the injury or harm.

LEVEL I

- A. Any employee who has a grievance shall discuss it first with his/her immediate superior in an attempt to resolve the matter at that level.
- B. If, as a result of the discussions, the matter is not resolved, the employee shall file and set forth the grievance in writing, with supporting reasons, with the superior. The superior shall communicate a response to the employee in writing with supporting reasons within six (6) school days.

LEVEL II

- A. If the grievant is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within six (6) school days after presentation of the grievance, a grievance may be filed in writing with the Clifton Supervisors' Association, within six (6) school days. After receiving the written grievance, the Clifton Supervisors' Association shall refer it to the Superintendent of Schools, within ten (10) school days, if it is felt that the grievance has merit.
- B. If the Clifton Supervisors' Association determines that the grievance is without merit, it will so advise the employee.

LEVEL III

The appeal to the Superintendent must be made in writing with supporting reasons. The Superintendent or his/her designated representative shall arrive at a decision within ten (10) school days of receipt of the written appeal. The Superintendent shall communicate his/her decision in writing, along with reasons to the aggrieved person, and send a copy thereof to the Clifton Supervisors' Association. In the event it is not possible to arrive at a decision within the ten (10) days, the Superintendent shall communicate his/her reasons in writing to the Supervisor and to the Clifton Supervisors' Association, indicating therein the expected date of decision.

LEVEL IV

If the Clifton Supervisors' Association is not satisfied with the deposition of the grievance at Level Three or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, the Clifton Supervisors' Association may request the Superintendent to present the said grievance appeal to the Board of Education. The Superintendent shall then immediately forward the grievance to the Board of Education. The Board of Education or a committee therefrom shall hear the grievance in executive session and make a determination within twenty one (21) school days from the date of its receipt and shall furnish its written findings to the Association within forty-eight (48) hours thereafter. The decision of the Board shall be final and binding as to all matters and disputes.

Rights of Employee to Representation

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

Miscellaneous

- A. All documents, communications and records dealing with the processing of the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. It is understood, however, that any original document(s) or record(s) pertaining to disciplinary action may be retained in the individual personnel file.
- B. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article.
- C. Any of the time deadlines set forth above may be waived by mutual consent.

ARTICLE V: ASSOCIATION RIGHTS & PRIVILEGES

- A. The Association and its representatives shall have the right to use the school and its facilities at all reasonable hours for conducting meetings as long as in doing so, it does not interfere with or interrupt normal school activities subject to notification to the Superintendent at least three (3) school days in advance. For emergency meetings twelve (12) hours notice shall be sufficient.

B. The Association shall have the right to use school equipment at reasonable times when such equipment is not otherwise in use. Permission for the use of school equipment shall be obtained in advance from the appropriate principal. All equipment must be used exclusively within the same building for which said equipment is part of the school inventory.

ARTICLE VI: SUPERVISORS' RIGHTS

Whenever any supervisor is required to appear before the Superintendent, or designee, the Board or any committee member, representative or agent thereof including principals, vice-principals, concerning any matter which could adversely affect the continuation of that supervisor in his/her office, position or employment or his/her salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview a minimum of three (3) days, except in cases of an emergent nature, prior to the scheduled meeting date and shall be entitled to have a representative assigned by the Clifton Supervisors Association present to advise him/her and represent him/her during such meeting or interview.

Nothing in this paragraph shall be construed to mean that the above parties including principals, and vice-principals may not discuss general and routine matters related to the educational process with the supervisor without the representation of the Association and without prior written notice, provided, however, that the intent and purpose of the conference is not contemplated to support a charge or charges which could reasonably be expected to eventuate in the dismissal of the supervisor or affect his/her salary.

ARTICLE VII: PERSONNEL FILES

A. A supervisor shall have the right, upon written request, to review the contents of his/her personnel files. A supervisor shall be entitled to have a representative of the Association accompany him/her during such review. A supervisor shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or designee and, if, in the opinion of the Superintendent they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

- B. No material derogatory to a supervisor's conduct, service, character or personality shall be placed in his/her personnel file(s) unless the supervisor has an opportunity to review the material. The supervisor shall acknowledge that he/she has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The supervisor shall also have the right to submit a written answer to such material within ten (10) school days following the conference between both parties involved and his/her answer shall be reviewed by the Superintendent or designee and attached to the file copies.
- C. The Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents.
- D. Inspection of personnel files is limited to twice a year on an appointment basis.

ARTICLE VIII: SUPERVISOR ABSENCE

A. PERSONAL ILLNESS

- 1. Twelve (12) sick days with full pay are allowed for 10 month supervisors all of which may be cumulative. There is no limit to the number of sick days which may be accumulated.
- 2. Fifteen (15) sick days with full pay are allowed for 12 month supervisors during the school year all of which may be cumulative. There is no limit to the number of sick days which may be accumulated.
- 3. In the event that all sick days are used up, the Board may grant the supervisor additional time as provided for under Title 18A:30-6.

B. DEATH

Four (4) calendar days, including weekdays and holidays, following date of each death without salary deduction shall be allowed for death of father, mother, brother, sister, husband, wife, child, grandfather, grandmother, grandchildren, father-in-law and mother-in-law, and/or legal guardian.

C. JURY DUTY - without deductions.

D. MARRIAGE

A maximum of five (5) school days during the year with a deduction of 1/200th of the annual salary for each day.

E. MATERNITY LEAVE

A supervisor who anticipates a maternity disability leave shall notify her immediate supervisor in writing of the anticipated commencement of the maternity as soon as the employee knows of it.

1. In the case of pregnancy, the supervisor shall inform the superior of the anticipated delivery date.
2. No later than ninety (90) calendar days prior to the anticipated delivery date, the supervisor shall request a leave of absence while she is disabled, for which accumulated sick leave may be utilized. At the time of application, the supervisor shall specify in writing the date upon which she wishes to commence leave and the date upon which she wishes to return to work after birth. The Board may require any supervisor to produce a certificate from a physician in support of the requested leave dates. The physician's certificate is subject to agreement by the Board's physician. Where medical opinion is supportive of the leave dates requested, such leave shall be granted by the Board, except that the Board may change the requested date upon finding that the grant of a leave for the dates stipulated and medically confirmed would substantially interfere with the administration of the school.
3. The Board shall grant maternity disability leave without pay to any supervisor upon request subject to the following stipulations and limitations:
 - a. The Board may remove any pregnant supervisor from her teaching duties on the basis of pregnancy, only, for one of the following reasons:
 1. Her teaching performance substantially declines from the period preceding pregnancy.
 2. Her physical condition or capacity renders her incapable of performing her assigned duties, which shall be deemed to exist if (a) the pregnant supervisor fails to produce a physician's certificate that she is medically able to continue teaching, (b) the Board's physician concludes that she is unable to continue teaching.
 - b. Upon return from a maternity disability leave of absence, the supervisor shall be reinstated in her same position or a similar position for which she is certified.

- c. The Board is under no compulsion to continue the employment of a non-tenured employee beyond the contracted period so long as the non-renewal of employment is not based solely upon a condition of pregnancy or childbirth.
- d. The maternity disability leave period shall not be counted for tenure purposes.
- e. Advancement on the Salary Guide shall be based upon the date of commencement of the leave of absence. The ten (10) month supervisor will be granted a full Salary Guide step if she works more than ninety (90) teaching days. Working ninety (90) teaching days or less shall result in no advancement on the Salary Guide. The twelve (12) month supervisor will be granted a full salary guide step if she works more than 120 days. Working 120 days or less shall result in no advancement on the salary guide.

The Board of Education reserves the right to regulate the commencement and termination dates of anticipated disability leaves, in order to preserve educational continuity based on the recommendation of the Superintendent of Schools. Such a determination shall be based on a request from the Supervisor to change the previously approved return date, or any contractual agreement the Board of Education may have entered into as a result of the Supervisor's absence.

In the event a Supervisor's leave is extended at the request of the Superintendent of Schools, the Supervisor shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to the negotiated agreement and the rules of the insurance carrier. However, the time spent on an unpaid leave shall not be counted for accrual of any benefits.

F. CHILD CARE LEAVES

- 1. Child care leave is available to eligible teachers either through the Family Leave Act or through the provisions of this article. An employee choosing the statutory leave through the Family Leave Act shall not be eligible for contractual leave.
- 2. Contractual child care leave shall begin immediately upon:
 - (a) the termination of the disability leave defined above, or
 - (b) on September 1, or February 1.

3. Contractual child care leave shall terminate at the end of the school year in which the leave was granted. Extensions, or other adjustments to the duration of the leave, shall be at the full discretion of the Board.
4. A supervisor desiring an unpaid leave shall apply no less than ninety (90) calendar days before the anticipated delivery date of the infant. In the case of an adoption, notice shall be given to the supervisor's supervisor when application for the adoption is made. In cases of adoption, application shall be made for a specific leave period as soon as the supervisor is informed of the custody date.
5. Contractual unpaid child care leave is available to supervisors who fulfill the requirements set out above. In the case of a Paternity Leave or Adoption Leave, application shall also be subject to the requirements of either 9 or 10 below. Approval of leave is conditioned upon adequate staffing as determined by the Board of Education. No request will be disapproved arbitrarily, discriminatorily or capriciously.
6. To be eligible for a salary increment and credit toward longevity payments and sabbaticals, a supervisor must work at least 90 teaching days in the school year that the leave commences or terminates.
7. A supervisor on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required. The Board shall, however, continue the supervisor's coverage in the district's group health plans for a period of eight weeks, after which the employee may continue coverage at his/her own expense, in accordance with the rules of the insurance carrier.
8. To be eligible for a new child care leave, a supervisor must have been actively employed in the district for the full academic year prior to the requested leave.
9. The Board shall grant an unpaid Paternity Child Care Leave ending at the end of the current school year, or, at the option of the supervisor, the end of the following school year.
 - a. Both the supervisor and his spouse certify in writing to the Board that the mother intends to return to her job as soon after birth as is medically feasible and that the father will be the child-rearing spouse.

- b. Permission is requested of the Board at least sixty (60) calendar days in advance of the date of expected birth.
- c. Paternity child care leave shall be continued only if both the supervisor and his spouse certify to the Board in writing forty five (45) calendar days after birth that the mother has returned to her employment and that the father is the child-rearing spouse.
- d. Upon return from paternity child care leave of absence the supervisor shall be reinstated to his same position for which he is certified.
- e. The Board is under no compulsion to continue the employment of a non-tenured employee beyond the contracted period so long as the non-renewal of the employment is not based solely upon child-rearing leave. Paternity child-care leave shall not be counted for tenure purposes.
- f. Advancement on the Salary Guide shall be based upon the date of commencement of the leave of absence. The ten (10) month supervisor will be granted a full Salary Guide step if he works more than ninety (90) teaching days. Working ninety (90) teaching days or less shall result in no advancement on the Salary Guide. The twelve (12) month supervisor will be granted a full salary guide step if he works more than 120 teaching days. Working 120 teaching days or less shall result in no advancement on the salary guide.

10. Any supervisor adopting a child four years of age or less shall be eligible to receive an adoption child care leave until the end of the current school year, or, at the option of the supervisor, the end of the following school year which shall commence upon his or her receiving de facto custody of said infant, or earlier if necessary in order to fulfill the requirements of the adoption. This leave will be granted if the supervisor involved certifies in writing to the Board that he or she will be the child-rearing spouse and that the other spouse will continue employment during the leave.

G. MILITARY - Without Deduction

Military leave related to annual active duty training shall be granted on an individual basis in accordance with existing New Jersey Statutes. Supervisors who are members of the Reserves or National Guard shall request their superior officer to allow them to fulfill the military requirements during the summer vacation.

H. ILLNESS IN FAMILY

1. Upon presentation of a physician's letter stating need, a leave of absence for the purpose of caring for a sick member of the supervisor's immediate family or a family member resident of the supervisor's home is available through the Family Leave Act or through the provisions of this Article. An employee opting for statutory leave (Family Leave Act) shall not be eligible for contractual leave.
2. A leave of absence without pay in accordance with statute, shall be granted for the purpose of caring for a sick member of a supervisor's immediate family or a family member resident in the supervisor's home upon presentation of a physician's letter stating such a need exists.
3. An additional leave may be granted at the discretion of the Board. Upon return from an extended leave of absence, the supervisor shall be reinstated in the same position or a similar position for which he/she is certified.
4. Any unpaid extended leave of absence shall not be counted for tenure purposes.
5. Advancement on the Salary Guide shall be based upon the date of commencement of the extended leave of absence. The ten month supervisor shall be granted a full step if he/she works more than ninety (90) days during a school year. Working ninety (90) days or less shall result in no advancement on the Salary Guide. The twelve month supervisor will be granted a full Salary Guide step if he/she works 120 days or more during the school year.
6. The Board is under no compulsion to continue the employment of a non-tenured employee beyond the contractual period so long as the non-renewal of employment is not based solely upon the unpaid extended leave of absence.
7. Advancement toward seniority shall not be interrupted by the supervisor's use of an extended leave of absence; seniority shall not accrue during an extended leave of absence and shall be determined in accordance with state regulations.

I. DISABILITY LEAVE (Including Maternity Leave required for medical purposes)

1. Any supervisor who experiences a disability arising out of, but not limited to surgery, hospital confinement, medical treatment, pregnancy, childbirth, miscarriage, and/or recovery shall apply for and receive disability leave upon presentation of documentation from a medical doctor.

2. Disability leave shall be charged to accumulated sick leave, if any, of the said supervisor. If the accumulated sick leave is or has been exhausted, the disability leave shall be without pay, but with full insurance coverage as provided to all employed supervisors under the Agreement at the expense of the Board for a period of up to one year.
3. If the supervisor's absence shall be the result of a personal injury caused by an accident or unprovoked assault arising out of and in the course of his/her employment, such supervisor shall be allowed disability leave with full pay for up to one (1) calendar year. Such leave shall not be charged to sick leave. In accordance with NJSA 18A: 30-2.1, any amount of salary or wages paid or payable to the supervisor under this subsection shall be reduced by the amount of any Workmen's Compensation award made to the supervisor under this subsection for temporary disability pursuant to Title 34 of the Administrator code.

J. PERSONAL REASONS

- a. Employees shall be granted three (3) personal days per contract year by citing any of the following categories which are acceptable reasons for taking personal leave. These personal days will be noncumulative, except that personal leave days not used in any school year will be converted to sick leave days at the end of the year and added to the teacher's accumulation.
- b. One or more of the following categories are eligible reasons for taking personal days:
 1. Death (except as indicated in B. Supervisors Absences)
 2. Illness (except personal illness as indicated in A. Supervisors Absences)
 3. Court Order
 4. Religious Observances
 5. Personal affairs of non-recreational nature and personal affairs which might not be carried out after school hours or weekends. Conventions, excluding the NJEA Convention, of all types are not approved. Exceptions shall be made subject to Board approval. Personal affairs of a non-recreational nature shall be defined as:

Attending to a private matter of a personal or family concern.
- c. Whenever possible, notice of intention to utilize a personal day must be given in advance to the Superintendent's office. If advance notice is not possible, the employee will notify the Superintendent's office in writing of the fact that she/he has used a personal day after she/he has utilized that day.

K. All supervisors on an approved leave of absence for reasons of maternity, child care, family illness, or any other authorized leave, shall notify the Superintendent of their intent to return in September to their assignment no later than April 1.

ARTICLE IX: RETIREMENT ALLOWANCE AND TERMINAL LEAVE

Provision is made for payment upon retirement of thirty four per cent (34%) of accumulated sick leave. Computation is to be based upon a multiplier of 1/200 times the appropriate percentage of accumulated sick days and is to be based upon salary at the time of retirement. The retirement allowance due a supervisor may be paid in either of the two following manners, as selected by the retirees:

1. The retirement allowance due a supervisor for such leave shall be paid on a regular payroll basis as salary with all benefits until the accrued time is up (terminal leave).
2. The retirement allowance for such terminal leave shall be paid in a lump sum payment.

In the event of death, such benefits as may ensue to the decedent shall be paid using the same formula defined in this article to the decedent's estate.

ARTICLE X: INSURANCE PROTECTION

- A. The Board agrees to pay full premium for each employee and his/her family covered by this Agreement for coverage as provided per the New Jersey State Health Benefits Plan for medical and prescription insurance.
- B. The Board Agrees to pay full premium for full family coverage for a dental plan which includes the following elements:
 - (1) prevent and diagnostic - 100%
 - (2) basic services 80/20 copay
 - (3) prosthetic benefits 50/50
 - (4) orthodontic benefits 50/50

The maximum amount of services excluding orthodontic shall be \$1800.00 per calendar year. Orthodontic benefits are subject to a \$1000.00 maximum per case which is separate from the \$1800.00 maximum per year for other covered services.

- C. The Board shall make every reasonable effort to continue to provide a group rate medical plan available to retirees.

ARTICLE XI: SCHOOL CALENDAR

- A. In the event that schools are closed because of inclement weather, all supervisors are excused from reporting to work that day.
- B. Supervisors will follow the same school calendar and hours as all (10) month teaching personnel.
- C. All (10) month supervisors shall not be required to be in attendance for more than two days in excess of the school calendar as it applies to the teaching staff.
- D. Twelve month supervisors will follow the same school calendar and daily hours as other twelve (12) month professional employees. They will be excused with pay during the Christmas, Winter and Spring recess. Approval for the Spring recess shall be granted by the Superintendent after verification that all personnel evaluations and recommendations for personnel under the authority of the supervisor as required for the April meeting of the Board of Education, have been received in proper order by the Superintendent

ARTICLE XII: MILEAGE REIMBURSEMENT

Where a supervisor must utilize his or her own vehicle as part of regular school duties, mileage shall be reimbursed at the rate per mile established by the IRS effective July 1 for the school year.

ARTICLE XIII: LUNCH PERIODS

All supervisors are entitled to duty free lunch period.

ARTICLE XIV: SABBATICAL

- A. Supervisory personnel with seven (7) or more consecutive years of service in the Clifton School System will be eligible for a sabbatical leave. The leave will be granted for one (1) school year at fifty percent (50)% of full salary applicable to the school year in which the Sabbatical Leave is taken.
- B. The maximum number of sabbaticals granted during any year will be one (1). If more than one (1) application is submitted the selection will be made by the Board. The basis for selection will be comprehensive application and not a competitive examination.
- C. Any member of the supervisory staff who is granted a sabbatical study leave of absence shall be required to abide by the following:
 1. For an additional Master's degree level, or a Professional Certificate or Doctor's degree the employee shall be officially matriculated at an accredited college or university.
 2. The employee on sabbatical leave will be enrolled as a full time student in a course of study. Courses taken through correspondence programs or any that are not fulfilled solely as a direct participant in a campus setting shall not be approved or acceptable.
 3. Semester hour credits pursued must receive the prior approval of the Superintendent and shall be within the applicant's major or minor fields or area of administrative responsibility and shall be acceptable in a college or university applying towards the matriculating degree.

D. The college or university selected for sabbatical must be approved by the Superintendent and must be accredited by one of the following accrediting association.

New England ACSS
North Central ACSS
Western ACSS

Middle States ACSS
Southern ACSS
Northwest ACSS

E. All employees who receive a sabbatical leave will contractually obligate themselves to the Clifton School System for a minimum of three (3) years of service immediately following termination of the sabbatical leave. However, emergencies cancel out the obligation. Such emergencies are:

1. Distant transfer in excess of 100 miles of spouse causing resignation.
2. Illness or disability causing retirement in accordance with New Jersey Statutes governing such illness or disability.
3. Death.
4. Any other valid reason subject to Board approval.

F. Sabbatical leave applications must be submitted on or before December 1, of the school year prior to the desired sabbatical year.

G. Within ten (10) days of the completion of the first semester and ten (10) days of completion of the second semester, the applicant is to request a transcript to be submitted to the Board of Education.

H. Within ten (10) days of the commencement of the courses, the supervisors on sabbatical will notify the Superintendent of the courses actually being taken by course title and catalog description.

ARTICLE XV: GRADUATE STUDY SALARY GUIDE PLACEMENT

Supervisors who submit evidence of having completed a graduate study program on the Doctoral level or 6th year level in the field of education by submission of the degree received and accompanying official transcript and description of courses pursued in acquiring such Doctoral degree or 6th Year Level shall be placed on the appropriate salary guide on the first of September immediately subsequent to the submission of the Board of Education of such degree and 6th year level and approval by the Board showing that all requirements have been met prior to September 1st and subject further to the following stipulations:

A. All Doctoral degree and sixth year level course submissions must be approved by the Superintendent and earned at accredited colleges and universities recognized by the New Jersey State Department of Education and one of six recognized agencies, or any accrediting agency or college or university accepted by the aforementioned agencies. There are six (6) recognized regional accrediting agencies for colleges and universities: Middle State Association of Colleges and Secondary Schools, Southern Association of Colleges and Secondary Schools, North Central Association of Colleges and Secondary Schools, New England Association of Colleges and Secondary Schools, Northwest Association of Colleges and Secondary Schools, and Western Association of Colleges and Secondary Schools.

Courses taken through correspondence programs or any courses that are not fulfilled solely as a direct participant in a campus setting shall not be approved or acceptable.

B. All Supervisors shall be eligible for placement on the Sixth Year Level providing they acquire thirty (30) graduate credits beyond a Master's degree recognized by the Board of Education under the terms of this contract, fifteen (15) of which are in Administration and/or Supervision, and receive the prior approval of the Superintendent. A minimum course grade of "B" (3 on a 4 point scale) shall only be considered in determining placement of Sixth Year Level.

C. Supervisors submitting a request for salary guide placement on the 6th Year Level in accordance with the terms of this section shall be placed on the 6th Year Level guide and be entitled to the additional emolument for such level with no restriction on elapsed time from commencement to completion of the number of course credits required for 6th Year Level salary guide placement.

D. The cost and expenses other than granted in the Tuition Program for all courses pursued in acquiring a Master's degree, Doctors degree or 6th Year Level salary guide placement shall be the sole obligation of the supervisor. The Board of Education shall be liable only for placement on the appropriate salary guide step in accordance with the stipulations outlined in this section.

ARTICLE XVI: TUITION REIMBURSEMENT, EDUCATIONAL CONVENTIONS AND SEMINARS

A. Effective July 1, 1992, the Clifton Board of Education will provide a fund of four thousand dollars (\$4000) for the payment of tuition reimbursement for graduate courses taken by supervisors during each school year of this contract. Reimbursement shall be limited to \$1500 per eligible person per school year.

- B. Such courses must receive prior approval of the Superintendent of Schools or his/her designee and be taken at a college or university accredited by the following accrediting associations: Middle States Associations of Colleges and Secondary Schools, Southern Association of Colleges and Secondary Schools, North Central Association of Colleges and Secondary Schools, New England Association of Colleges and Secondary Schools, Western Association of Colleges and Secondary Schools, and the Northwest Association of Colleges and Secondary Schools.
- C. Such courses must be in the supervisor's area of certification, required for an advanced degree or demonstrably related to the supervisor's job responsibilities. If the total requests for tuition reimbursement exceeds four thousand dollars (\$4000), then the sum shall be divided proportionally by the number of credit hours of approved courses. There will be no carry over from one year to the next. Payment for the Summer session and the Fall session will be made after the Fall session has been completed and the needs of the Spring session determined.
- D. The Board shall pay supervisors for all required courses, seminars, and conventions as approved by the Superintendent of Schools or designee. Additionally, supervisors shall be reimbursed for all reasonable expenses.
- E. Courses taken through correspondence programs or any courses that are not fulfilled solely as a direct participant in a campus setting shall not be approved or acceptable for tuition reimbursement.

ARTICLE XVII: SUPERVISOR EVALUATION

- A. Supervisors shall be evaluated only by persons certified by the New Jersey State Board of Examiners. A supervisor shall be given a copy, for his/her own use, of any class visit or evaluation report prepared by his/her evaluator at least one (1) day before any conference to discuss it. No such report shall be submitted to the Superintendent's office, placed in the supervisor's file or otherwise acted upon without prior conference with the supervisor. No supervisor shall be required to sign a blank or incomplete evaluation form.
- B. Criteria on which the evaluation is to be based shall be uniform for the entire school system and an individual copy shall be given to each supervisor at the time of hire or when criteria or form are changed.

ARTICLE XVIII: REPRESENTATION FEE

A. Purpose of Fee

If any supervisor does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said supervisor will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the supervisor's per capita cost of services rendered by the Association as majority representatives.

B. Notification and Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to 85% of that amount.

C. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question.

ARTICLE XIX: RIGHTS OF REPRESENTATION

- A. Whenever any representative of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.
- B. Representatives of the Association, the P.S.A. and the N.A.S.S.P. shall have the right to enter school buildings to meet with supervisors during lunch periods or before or after school hours to carry out appropriate Association business. Representatives shall notify the principal or his designee of their presence prior to the meeting.

ARTICLE XX: VACATION DAYS

All twelve (12) month supervisors earn two vacation days credit each month employed during the year for a total of twenty-two (22) days a year which cannot be accumulated beyond the school year. These days to be used at a time not to interfere with the school program subject to the approval of the Superintendent of Schools.

The summer time schedule shall be from 8 A.M. to 3 P.M. week days with one hour for lunch starting July 1st through August 31.

ARTICLE XXISALARY GUIDE
TEN MONTH

| | <u>95-96</u> | <u>96-97</u> | <u>97-98</u> | <u>NEW REPLACEMENT 95-98</u> |
|--------|--------------|--------------|--------------|--------------------------------------|
| Step 1 | 62,900 | 62,900 | 62,900 | 67,000 |
| Step 2 | 65,000 | 65,000 | 65,000 | 68,800 |
| Step 3 | 67,700 | 67,700 | 67,700 | 70,600 |
| Step 4 | 70,400 | 70,400 | 70,400 | 72,400 |
| Step 5 | 72,500 | 72,500 | 72,500 | 74,200 |
| | 76,200 | 78,900 | 75,100 | 76,000 |
| | | | 81,600 | |

SALARY GUIDE
TWELVE MONTH

| | <u>95-96</u> | <u>96-97</u> | <u>97-98</u> | <u>NEW REPLACEMENT 95-98</u> |
|--------|--------------|--------------|--------------|--------------------------------------|
| Step 1 | 69,900 | 69,900 | 69,900 | 74,000 |
| Step 2 | 72,000 | 72,000 | 72,000 | 75,800 |
| Step 3 | 74,700 | 74,700 | 74,700 | 77,600 |
| Step 4 | 77,400 | 77,400 | 77,400 | 79,400 |
| Step 5 | 79,500 | 79,500 | 79,500 | 81,200 |
| | 83,200 | 82,200 | 84,900 | 83,000 |
| | | 85,900 | 88,600 | |

Supervisors at maximum base salary under the 1994-95 guide:

1995-96 Each supervisor shall receive an increase of \$2,700 over their 1994-95 base salary.

1996-97 Each supervisor shall receive an increase of \$2,700 over their 1995-96 base salary.

1997-98 Each supervisor shall receive an increase of \$2,700 over their 1996-97 base salary.

Salary Guide cont.

Supervisors below maximum base salary under the 1994-95 guide:

1995-96 Supervisors who are on the 4th and 5th step of the previous base salary guide shall be placed in the new index at the same step number that they were on in the previous guide and shall receive that money figure as their 1995-96 salary.

Supervisors who are on the 1st, 2nd or 3rd step of the previous base salary guide shall be placed one step higher on the new index and shall receive that money figure as their 1995-96 salary.

1996-97 Each supervisor not at the maximum step in 1995-96 shall be placed on the next step of the guide.

1997-98 Each supervisor not at the maximum step in the 1996-97 shall be placed on the next step of the guide.

Longevity

Each supervisor shall receive Longevity in the amount of \$700.00 each year in addition to their current salary as per agreement commencing at the beginning of the 10th year.

Any supervisor called in to work from vacation days by the Superintendent is to be reimbursed at the rate of \$200 per diem not to exceed a maximum of ten (10) days.

DURATION

The provisions of this Agreement shall be effective as of July 1, 1995 and shall remain in full force and effect until June 30, 1998.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers.

ATTEST:

By: Karen L. Perkins
Board Secretary

CLIFTON BOARD OF EDUCATION

By: Mark D. Smith
Board President

ATTEST:

By: Janice A. Miller
Association Secretary

CLIFTON SUPERVISOR'S ASSOCIATION

By: J. Barry Mascon
Association President